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20200-F+G
RECORDATION NO. 20200-F+G
SEP 27 1996 3:55 PM

September 27, 1996

Under parts -
Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of each of the following secondary documents: Lease Supplement No. 3 and Indenture Supplement No. 3, both dated September 27, 1996.

The enclosed documents relate to the Equipment Lease Agreement previously filed with the Board under Recordation Number 20200

The names and addresses of the parties to the enclosed documents are:

Lease Supplement No. 3

Lessor:	Fleet National Bank One Federal Street Boston, Massachusetts 02110-2010
Lessee:	Central Soya Company, Inc. 110 West Berry Street Fort Wayne, Indiana 46802

Mr. Vernon A Williams
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Indenture Supplement No. 3

Owner Trustee Fleet National Bank
One Federal Street
Boston, Massachusetts 02110-2010

Indenture Trustee First Security Bank, National Association
79 South Main Street
Salt Lake City, Utah 84111

A description of the railroad equipment covered by the enclosed documents is set forth on Schedule A attached to Lease Supplement No. 3

Also enclosed is a check in the amount of \$44.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of each of the enclosed documents to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert W. Alvord", written in a cursive style.

Robert W Alvord

RWA/bg
Enclosures

SEP 27 1996 12 05 PM

INDENTURE SUPPLEMENT No. 3 (Central Soya Equipment Trust 1996) dated September 27, 1996 of FLEET NATIONAL BANK, not in its individual capacity but solely as owner trustee (herein called the "Owner Trustee") under the Trust Agreement (Central Soya Equipment Trust 1996) dated as of July 15, 1996 (herein called the "Trust Agreement"), between the Owner Trustee and the Owner Participant named therein.

WITNESSETH:

WHEREAS, the Trust Indenture and Security Agreement (Central Soya Equipment Trust 1996) dated as of July 15, 1996 (herein called the "Indenture") between the Owner Trustee and First Security Bank, National Association, as Indenture Trustee (herein called the "Indenture Trustee"), provides for the execution and delivery of a supplement thereto substantially in the form hereof which shall particularly describe the Equipment (such term and other defined terms in the Indenture being herein used with the same meanings) and any Replacement Equipment included in the Trust Indenture Estate, and shall specifically mortgage such Equipment, or Replacement Equipment, as the case may be, to the Indenture Trustee.

WHEREAS, the Indenture relates to the Equipment described in Schedule A hereto and a counterpart of the Indenture is attached hereto and made a part hereof and this Indenture Supplement, together with such counterpart of the Indenture, is being filed for recordation on the date hereof with the United States Surface Transportation Board pursuant to 49 U.S.C. Section 11301 and deposited with The Office of the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada as one document.

NOW, THEREFORE, This Supplement Witnesseth that, to secure the prompt payment of the principal of and Make Whole Premium Amount, if any, and interest on, and all other amounts due with respect to, all Notes from time to time outstanding under the Indenture and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions in the Indenture and in the Participation Agreement and the other Operative Documents for the benefit of the Noteholders and the Note Purchasers and in the Notes contained, and the prompt payment of all amounts from time to time owing under the Participation Agreement and the other Operative Documents by the Owner Trustee and the Lessee, in each case, to the Note Purchasers and/or the Noteholders, and for the uses and purposes and subject to the terms and provisions of the Indenture, and in consideration of the premises and of the covenants contained in the Indenture, and of the acceptance of the Notes by the holders thereof, and of the sum of \$1 paid to the Owner Trustee by the Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed, and does hereby grant, bargain, sell, assign, transfer, convey, mortgage, pledge and confirm, unto the Indenture Trustee, its successors and assigns, for the security and benefit of the Note Purchasers and the Noteholders from time to time, in the trust created by the Indenture, a security interest in and mortgage Lien on all estate, right, title and interest of the Owner Trustee in, to and under the following described property:

- (a) all of the units of property and equipment described in Schedule A hereto;

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(b) all accessories, equipment, appliances, parts and appurtenances of whatever nature appertaining or attached to any units of property and equipment described in Schedule A hereto, whether now owned or hereafter acquired by the Owner Trustee;

(c) all substitutions, renewals or replacements of the property and equipment described in Schedule A hereto and all property which shall hereafter become physically attached to or incorporated in such property or equipment, whether the same are now owned or hereafter acquired by the Owner Trustee.

As further security for the obligations referred to above and secured by the Indenture and hereby, the Owner Trustee has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed, and does hereby grant, bargain, sell, assign, transfer, convey, mortgage, pledge and confirm, unto the Indenture Trustee, its successors and assigns, for the security and benefit of the Note Purchasers and the Noteholders from time to time, in the trust created by the Indenture, a security interest in and mortgage lien on all estate, right, title and interest of the Owner Trustee in, to and under the Lease Supplement No. 3 of even date herewith (other than Excepted Payments, if any) covering the property described in Schedule A hereto.

TO HAVE AND TO HOLD all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, in trust for the benefit and security of the Note Purchasers and the Noteholders from time to time for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

This Supplement shall be construed as supplemental to the Indenture and shall form a part of the Indenture, and the Indenture is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

This Supplement is being delivered in the State of New York.

AND, FURTHER, the Owner Trustee hereby acknowledges that all Items of Equipment referred to in this Supplement and the aforesaid Lease Supplement have been delivered to the Owner Trustee and are included in the property of the Owner Trustee covered by all the terms and conditions of the Trust Agreement, subject to the pledge and mortgage thereof under the Indenture.

IN WITNESS WHEREOF, the Owner Trustee has caused this Supplement to be duly executed by one of its officers thereunto duly authorized on the day and year first above written.

FLEET NATIONAL BANK,
not in its individual capacity but solely as
Owner Trustee

By: 
Title: ASSISTANT VICE PRESIDENT

COMMONWEALTH OF MASSACHUSETTS)
) ss
COUNTY OF SUFFOLK)

Imara L. Collazo

Notary Public in and for
the Commonwealth of Massachusetts

MARIA F. COLLAZO
Notary Public
My Commission Expires June 26, 1998

COMMONWEALTH OF MASSACHUSETTS)
) ss
COUNTY OF SUFFOLK)

**Notary Public in and for
the Commonwealth of Massachusetts**

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SCHEDULE A
to
Indenture Supplement

DESCRIPTION OF EQUIPMENT

<u>Funding Date</u>	<u>Number of Items</u>	<u>Description of Equipment</u>	<u>Manufacturer</u>	<u>Unit Numbers</u>
September 27, 1996	1	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12642
September 27, 1996	1	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12660
September 27, 1996	1	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12664
September 27, 1996	1	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12666
September 27, 1996	1	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12670
September 27, 1996	2	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12672 - CSYX 12673, both inclusive
September 27, 1996	2	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12677 - CSYX 12678, both inclusive
September 27, 1996	87	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12680 - CSYX 12766, both inclusive
September 27, 1996	69	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12768 - CSYX 12836, both inclusive

DESCRIPTION OF EQUIPMENT

<u>Funding Date</u>	<u>Number of Items</u>	<u>Description of Equipment</u>	<u>Manufacturer</u>	<u>Unit Numbers</u>
September 27, 1996	11	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12838 - CSYX 12848, both inclusive
September 27, 1996	6	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12850 - CSYX 12855, both inclusive
September 27, 1996	18	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12857 - CSYX 12874, both inclusive

in each case, together with all parts, appurtenances and other equipment or property attached to said units of railroad equipment.

The Funding Date for the Equipment described on this Schedule A is September 27, 1996.